

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

**BUILDING TRADES UNITED PENSION
TRUST FUND, MILWAUKEE AND SOUTHERN
WISCONSIN DISTRICT COUNCIL OF CARPENTERS
HEALTH FUND, MILWAUKEE AND SOUTHERN
WISCONSIN DISTRICT COUNCIL OF
CARPENTERS VACATION FUND, MILWAUKEE
CARPENTERS JAC FUND, IAP/CA FUND,
and WILLIAM ROEHR,**

**WISCONSIN CARPENTERS PENSION FUND,
WISCONSIN CARPENTERS HEALTH FUND,
NORTHERN WISCONSIN REGIONAL COUNCIL
OF CARPENTERS VACATION FUND,
NORTHERN WISCONSIN CARPENTERS APPRENTICESHIP
& JOURNEYMAN TRAINING FUND, NORTHERN WISCONSIN
REGIONAL COUNCIL OF CARPENTERS DUES FUND,
LABOR MANAGEMENT COOPERATION TRUST FUND,
CONTRACT ADMINISTRATION FUND
and BRIAN GENTRY,**

Plaintiffs,

vs.

Case No. 05-C-0950

SLP BUILDERS, INC.,

Defendant.

ORDER FOR DISMISSAL

Upon all the files and proceedings had, and more particularly upon the Stipulation for Dismissal of the parties attached hereto,

IT IS HEREBY ORDERED that Defendant SLP Builders, Inc. shall submit three (3) payments totaling \$11,483.58 as follows:

On or before January 9, 2006 \$8,000.00
On or before February 15, 2006 \$1,741.79
On or before March 15, 2006 \$1,741.79

Each payment shall be made payable to “Previant Goldberg Uelmen Trust Account,” and sent to:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, s.c.

Attn: Benjamin A. Menzel

1555 North RiverCenter Drive, Suite 202

Milwaukee, WI 53212

IT IS FURTHER ORDERED that upon receipt of Defendant SLP Builders, Inc.’s final payment of \$1,741.79, due on or before March 15, 2006, the Plaintiffs shall waive all remaining liquidated damages, totaling \$2,875.16. Said waiver shall be contingent upon Defendant SLP Builders, Inc. making all monthly contribution payments on a timely basis for twelve (12) months (through the work month of March 2007) as required by the collective bargaining agreements Defendant has signed with the Milwaukee and Southern Wisconsin District Council of Carpenters and Northern Wisconsin Regional Council of Carpenters;

IT IS FURTHER ORDERED that in the event Defendant SLP Builders, Inc. fails to make the payments required by the Stipulation for Dismissal and this Order or make all monthly contribution payments pursuant to collective bargaining agreements, said failure shall be deemed a default of the Stipulation for Dismissal and this Order. In the event of default, Plaintiffs shall notify SLP Builders, Inc. of said default, through its attorneys, by U.S. First Class Mail or Facsimile (608.257.5297). If SLP Builders, Inc. fails to cure any default within five (5) days after receiving written notice of said default, Plaintiffs shall be entitled to reopen this case and take judgment, without objection by Defendant, as follows:

! Against Defendant SLP Builders, Inc. for all contributions, interest and liquidated damages through November 30, 2004, totaling \$14,358.74, less any payments made pursuant to the Stipulation for Dismissal and this Order, plus all attorneys fees and costs associated in this matter and the reopening of this case;

IT IS FURTHER ORDERED, that all claims of Plaintiffs against SLP Builders, Inc. shall be dismissed without prejudice and that the Court shall retain jurisdiction over this matter until all terms and conditions of the Stipulation for Dismissal and this Order are satisfied. If SLP Builders, Inc. fails to satisfy the terms and conditions of the Stipulation for Dismissal and this Order, Plaintiffs may reopen this matter and have judgment entered against Defendant SLP Builders, Inc. as set forth in the Stipulation for Dismissal and this Order, plus all reasonable attorney fees and costs.

IT IS FINALLY ORDERED that the Stipulation for Dismissal and this Order are limited to the audit periods named in Plaintiffs' Complaint. Nothing contained in the Stipulation for Dismissal or this Order shall alter or modify Defendant's contractual and statutory obligations pursuant to the collective bargaining agreements it has signed with the Milwaukee and Southern Wisconsin District Council of Carpenters or Northern Wisconsin Regional Council of Carpenters.

Dated this 10th day of January, 2006.

BY THE COURT:

s/ Rudolph T. Randa

HON. RUDOLPH T. RANDA

Chief Judge